

POST ENTRY-LEVEL READING AND WRITING TEST SECURITY AGREEMENT

I. Parties to the Agreement

The parties to this Agreement are the California Commission on Peace Officer Standards and Training, hereinafter referred to as POST, and _____, hereinafter referred to as the Examining Agency.

The above named Examining Agency enters into this Agreement, accepts it, and agrees to be bound by it in consideration and exchange for acquiring the right to use the POST Entry-Level Law Enforcement Test Battery.

II. Purpose of the Agreement

This Agreement is intended to protect the mutual interests of all public agencies that use the POST Entry-Level Law Enforcement Test Battery for screening purposes, as well as the interests of the persons who take the tests, in order that no person may gain special advantage by having improper access to the material. POST requires, as a condition for making the POST Entry-Level Law Enforcement Test Battery available, that the Examining Agency execute this Agreement and fulfill its terms.

III. Terms and Conditions

POST agrees to make available to the Examining Agency the POST Entry-Level Law Enforcement Test Battery, subject to the conditions set forth in this Agreement. POST will take appropriate and reasonable precautions to assure that all test materials are delivered to the Examining Agency in a secure manner. As a user of the POST Entry-Level Law Enforcement Test Battery, the Examining Agency agrees to the following terms and conditions:

A. Security of Test Material

1. All test materials supplied by POST will be used only for the official purposes of the Examining Agency in testing candidates for employment or admission to a POST-certified Basic Academy. Under no circumstances will the supplied materials be made available to prospective job seekers or other unauthorized persons for the purposes of study, copying, or publication, or to persons who have taken the test battery and want to review the test questions.

2. All test materials supplied by POST will be handled and stored by the Examining Agency in a manner that will prevent unauthorized persons from having access to the materials.
3. Under no circumstances will the Examining Agency copy or duplicate test booklets, or test items contained therein.
4. In the event that any test materials supplied by POST are lost, stolen or otherwise compromised while in the possession of the Examining Agency, the Examining Agency will promptly notify POST and will make reasonable efforts to recover such materials to prevent their distribution to other unauthorized parties and to mitigate the damage caused by their loss.
5. The Examining Agency will reimburse POST for a portion or all of the replacement costs, as determined by POST, for test materials that are lost, stolen or otherwise compromised while in the possession of the Examining Agency. Replacement costs include all costs associated with the development and validation of new test materials to take the place of those test materials that were compromised.
6. In the event any test materials supplied by POST should become involved in legal proceedings conducted by a court or other body vested with legal authority, the Examining Agency will inform the legal authority of the existence and terms of this Agreement, and will move that POST's materials be covered by a protective order that safeguards its confidentiality. POST will be promptly notified of any such proceedings.

B. Agency Responsibilities

1. The Examining Agency will administer the POST Entry-Level Law Enforcement Test Battery in accordance with the instructions provided by POST; and immediately following the test administration will return all **answer sheets** to:

POST
Standards and Evaluation Bureau
1601 Alhambra Boulevard
Sacramento, CA 95816-7083

Test booklets and all other testing materials will be returned to:

Office of State Publishing
344 North Seventh Street
Sacramento, CA 95814

2. Test materials supplied to the Examining Agency will be used in accordance with relevant professional standards (e.g., *Standards for Educational and Psychological Tests*, American Psychological Association, 1985) and state and federal law.
3. Test materials supplied to the Examining Agency for use on a specific date will not be re-used by the Examining Agency on another date without the permission of POST.
4. The Examining Agency will designate one or more persons who are authorized to receive test materials from POST.
 - (a) The Examining Agency will require each designee to read this agreement and sign Attachment A, *Acknowledgement of the Requirement to Adhere to the Terms and Conditions of The POST Entry-Level Reading and Writing Test Security Agreement*.
 - (b) The Examining Agency will notify POST in writing of the each designee's name, title, mailing address, and telephone number prior to the receipt of any test materials.
 - (c) The Examining Agency will keep a signed copy of Attachment A on file for each designee and will make these signed copies of Attachment A available for inspection by POST.
 - (d) Whenever one of the Examining Agency's designees leaves the Examining Agency's employment, or is relieved of the responsibility for carrying out the terms of this agreement, the Examining Agency will promptly notify POST in writing.
5. The Examining Agency will limit access to the test materials to persons from the Examining Agency who have direct responsibility for the Examining Agency's testing function.

- (a) Before permitting access to the test materials to each such person, the Examining Agency will require the person to read this agreement and to sign Attachment A, *Acknowledgement of the Requirement to Adhere to the Terms and Conditions of The POST Entry-Level Reading and Writing Test Security Agreement*.
- (b) The Examining Agency will keep a signed copy of Attachment A on file for each such person and will make these signed copies of Attachment A available for inspection by POST.

C. Scoring/Retention/Review of Test Materials

POST will provide the Examining Agency with a report of test results for each test administration. If requested by the Examining Agency in writing, POST will retain answer sheets for such reasonable time as the Examining Agency's rules may prescribe. Keyed copies of the tests will not be made available for inspection, nor will candidates be allowed to review any test at any time.

D. Exceptions

Any exception to this Agreement must be stated in writing and agreed to by both parties before such exception may be considered to be in effect.

E. Termination of Agreement

In the event that officials of the Examining Agency should, in the future, find that they are no longer able to assure fulfillment of the Agreement, the signer or other official will promptly notify POST to that effect in writing, and upon request, the Examining Agency will return all testing materials obtained from POST.

POST reserves the right to terminate this Agreement, or to withhold access to its testing materials, if it has reason to believe that the terms of the Agreement are not being fulfilled.

IV. **Acceptance of Terms and Conditions of this Agreement**

On behalf of the Agency I represent, I accept the terms and conditions of this agreement and agree to comply with them.

_____ Examining Agency	_____ Commission on POST
_____ Authorizing Official	_____ Kenneth J. O'Brien Authorizing Official
_____ Title	_____ Executive Director Title
_____ Street Address	_____ 1601 Alhambra Boulevard Street Address
_____ City, State, Zip	_____ Sacramento, CA 95816-7083 City, State, Zip
_____ Authorized Signature	_____ Authorized Signature
Date _____ Phone (____) _____	Date _____ Phone <u>(916)227-4820</u>

ATTACHMENT A

**ACKNOWLEDGEMENT OF THE REQUIREMENT
TO ADHERE TO THE TERMS AND CONDITIONS
OF THE POST ENTRY-LEVEL READING AND WRITING
TEST SECURITY AGREEMENT**

(To be Kept on File by Your Agency)

I have been provided with a copy of the POST Entry-Level Reading and Writing Test Security Agreement with the California Commission on Peace Officer Standards and Training. I have read and understand the terms and conditions of this agreement, and I agree to carry out my duties and responsibilities in accordance with all applicable provisions.

NAME _____ TITLE _____

AGENCY _____ ADDRESS _____

PHONE _____ DATE _____ SIGNATURE _____